

10-10-2000

Form PTO-1594  
1-31-92

RE

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

The Travel Desk Corporation

- ☐ Individual  
☐ General Partnership -  
☒ Corporation - State: Delaware  
☐ Other -

- ☐ Association  
☐ Limited Partnership

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment  
☒ Security Interest  
☐ Other -
- ☐ Merger  
☐ Change of Name

Execution Date: August 7, 2000

## 2. Name and address of receiving party(ies):

Name: BNP Paribas

Internal Address: \_\_\_\_\_

Street Address: 787 Seventh Avenue

City: New York State: New York Zip Code: 10019

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation - \_\_\_\_\_  
☒ Other - Collateral Agent

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Trademark Registration No.(s)\

1,451,364

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian Jaenicke, Legal Assistant

Internal Address: White &amp; Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

## 6. Total number of applications and registration involved

1

7. Total fee (37 CFR 3.41): \$ 40.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

23-1705

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

10/06/2000 AMWED1 00000125 231705 1451364

01.FC:481 40.00 CH

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian T. Jaenicke

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

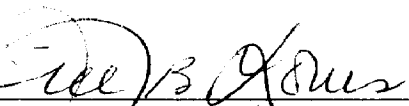
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, The Travel Desk Corporation (the "Grantor") with principal offices at 1700 Pennsylvania Ave., N.W., Suite 700, Washington, D.C., 20006, hereby assigns and grants to BNP Paribas, as Collateral Agent, with principal offices at 787 Seventh Avenue, New York, New York 10019 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Amended and Restated Security Agreement among the Grantor, the other assignors from time to time party thereto further and the Grantee, dated as of January 16, 1997, amended and restated as of November 6, 1998, amended and restated as of August 3, 1999, and further amended and restated as of May 31, 2000 (as so amended and restated and as same has been further amended, modified or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

7th day of August 2000. IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

THE TRAVEL DESK CORPORATION,  
Grantor

By:   
Name: Bill B. Lewis  
Title: Vice President

BNP PARIBAS, as Collateral Agent and  
Grantee

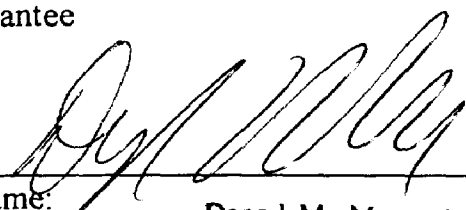
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

7th day of August 2000. IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

HQ GLOBAL WORKPLACES, INC. f/k/a  
THE TRAVEL DESK CORPORATION,  
Grantor

By: \_\_\_\_\_  
Name:  
Title:

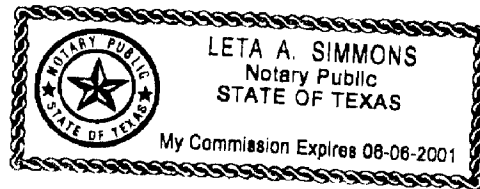
BNP PARIBAS, as Collateral Agent and  
Grantee

By:  \_\_\_\_\_  
Name: Darryl M. Monaschion  
Title: Director  
Merchant Banking

STATE OF Texas )  
 ) ss.:  
COUNTY OF Dallas )

On this 7th day of August, 2009, before me personally came Jill B.  
Louis who, being by me duly sworn, did state as follows: that [s]he is  
Vice President of The Travel Desk that [s]he is authorized to execute the foregoing  
Corporation  
Assignment on behalf of said Corporation and that [s]he did so by authority of the Board of  
Directors of said Corporation.

Leta A. Simmons  
Notary Public



STATE OF New York  
COUNTY OF New York ss.:

On this 7<sup>th</sup> day of August, 2000, before me personally came Darryl M.  
Monaschian who, being by me duly sworn, did state as follows: that [s]he is  
Director of BNP Paribas, that [s]he is authorized to execute the foregoing  
Assignment on behalf of said corporation and that [s]he did so by authority of the Board of  
Directors of said corporation.

Joseph D. Catarina  
Notary Public

JOSEPH CATARINA  
NOTARY PUBLIC, State of New York  
No. 31-4896080  
Qualified in New York County  
Commission Expires June 1, 2001

**SCHEDULE A**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
"The Travel Desk, Inc." & design	1,451,364	08/04/87